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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ARENT FOX LLP
1675 Broadway
New York, New York 10019,

Plaintiff,

v.

ROBERTA ROUSSEAU
1000 Island Boulevard, Suite 2506
Aventura, FL 33160,

Defendant.

09 CIV 7008

Civil Action No.

**COMPLAINT FOR BREACH
OF CONTRACT, QUANTUM
MERUIT AND ACCOUNT
STATED**

Plaintiff Arent Fox LLP ("Arent Fox") files this Complaint against Defendant Roberta Rousseau ("Defendant") and states as follows:

PARTIES

1. Plaintiff Arent Fox is a limited liability partnership engaged in the practice of law in New York. The partners of Arent Fox are citizens of States other than the State of Florida.
2. Defendant Roberta Rousseau is a citizen of Florida.

JURISDICTION

3. This Court has subject matter jurisdiction over the claims stated herein by virtue of 28 U.S.C. § 1332, as the matter in controversy is between citizens of different states, and exceeds the sum or value of \$75,000.00, exclusive of interest and costs.

4. This Court has personal jurisdiction in that Defendant contacted Arent Fox in New York to perform work in New York, and Arent Fox performed work in New York. In addition, Defendant agreed to be sued in New York. Venue is proper in this Court. A substantial part of the events or omissions giving rise to the claims against Defendant occurred in New York and in particular in New York County. In addition, Defendant has consented to this venue by prior agreement.

FACTS

5. Defendant engaged Arent Fox to provide legal services in connection with New York federal and state litigations and related matters (the "Work").

6. Arent Fox's billing practices applicable to this engagement were disclosed in writing to Defendant in an Engagement Letter.

7. Defendant signed the Engagement Letter before Arent Fox performed the Work.

8. Defendant agreed to the terms of the Engagement Letter.

9. The terms of Arent Fox's engagement provided for Defendant to promptly pay Arent Fox for services rendered.

10. Where Defendant failed to pay promptly, Arent Fox had the right to charge Defendant interest at the rate of 1% per month on statements not paid within 30 days. In

addition, Defendant agreed to be responsible for all collection costs incurred by Arent Fox including attorney's fees.

11. Pursuant to the terms of the engagement, Arent Fox fully and adequately performed legal services for Defendant in connection with the matter.

12. As of July 31, 2009, Defendant owed \$ 218,803.73 in legal fees and costs for services rendered, exclusive of interest and exclusive of costs and expenses relating to collection. Said amounts are reflected in monthly invoices submitted to Defendant. Arent Fox is also owed interest and attorney's fees at present.

13. Defendant received notice under Part 137 of the Rules of the Chief Administrator of the Courts of Defendant's right to pursue arbitration and did not file a timely request for arbitration. As far as Arent Fox knows, no request for fee arbitration has been filed.

COUNT I
(Breach of Contract)

14. Arent Fox realleges and incorporates the factual allegations set forth in the preceding paragraphs by reference as if fully set forth herein.

15. Arent Fox and Defendant entered into a valid and enforceable contract for Arent Fox's legal services.

16. Arent Fox has fully performed its duties under the contract by competently and skillfully performing legal services for Defendant.

17. Defendant has not paid all of the bills that Arent Fox has submitted.

18. Defendant has breached its contract with Arent Fox by failing to pay Arent Fox the balance due and owing under the contract.

19. As a result of Defendant's breach, Arent Fox has sustained damages not less than \$ 218,803.73 for services rendered plus 12% interest per annum as provided by contract.

COUNT II
(Quantum Meruit)

20. Arent Fox realleges and incorporates the factual allegations set forth in the preceding paragraphs by reference as if fully set forth herein.

21. Arent Fox provided valuable legal services to Defendant worth not less than \$ 218,803.73, exclusive of interest thereon.

22. Defendant accepted and benefited from the legal services provided by Arent Fox.

23. Arent Fox notified Defendant that it expected to be paid for such legal services.

24. Defendant did not pay Arent Fox for legal services rendered by Arent Fox.

25. As a result, Defendant has been unjustly enriched by receipt and enjoyment of legal services without payment and for which payment was expected and requested, the value of such enrichment is equal to the unpaid legal fees plus interest set forth herein.

COUNT III
(Account Stated)

26. Arent Fox realleges and incorporates the factual allegations set forth in the preceding paragraphs by reference as if fully set forth herein.

27. Arent Fox has rendered monthly bills to Defendant.

28. Defendant has received each bill, and has been silent as to any problem with the amount stated on each bill.

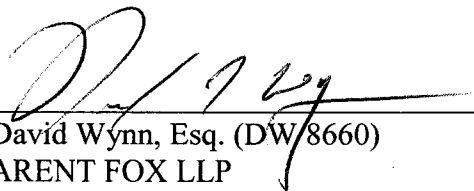
29. Defendant's silence coupled with Defendant's acceptance of subsequent legal services and promises to pay constitute an acceptance of the account stated.

30. The total amount of the bills is \$ 218,803.73, exclusive of interest thereon.

31. Defendant is liable to Arent Fox for \$ 218,803.73, plus interest thereon, based on the doctrine of Account Stated.

WHEREFORE, Plaintiff Arent Fox prays for entry of judgment in favor of Plaintiff and against Defendant, as follows:

- (A) Money damages in the sum of \$ 218,803.73 or such other amount due as may be proven by Arent Fox in this action;
- (B) Prejudgment interest calculated at the rate of 1% per month on each invoice, unpaid after thirty days, with interest continuing to accrue at the rate of 1% per month until judgment, and interest at the judgment rate thereafter;
- (C) Attorneys' fees and costs of collection as may be proven by Arent Fox in this action; and
- (D) Such additional relief as the Court shall deem necessary and proper.



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Dated: August 6, 2009

Attorneys for Plaintiff Arent Fox LLP